

**AMENDMENT NUMBER 2 to
CONTRACT DIR-SDD-195 between
the State of Texas, acting by and through the Department of Information Resources
and D&H Distributing Company.**

This Amendment Number 2 to Contract DIR-SDD-195 ("Contract") is between the State of Texas, acting by and through the Department of Information Resources ("DIR") and D&H Distributing Company. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. In accordance with **Appendix A, Section 2. Term**, this Contract is hereby extended through the period March 22, 2008, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) optional one-year term.
2. **Appendix A, Section 4. Definitions, Customer**, is hereby restated in its entirety as follows: any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code.
3. **Appendix A, Section 6.A Technology Access Clause** is hereby deleted in its entirety.
4. **Appendix A, Section 12. J, Limitation of Liability** is hereby added in its entirety as follows:
For any claim or cause of action arising under or related to the Contract: i) none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action.
5. **Appendix A, Section 12. K, Overcharges** is hereby added in its entirety as follows:
Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.
6. **Appendix A, Section 12. L, Prohibited Conduct** is hereby added in its entirety as follows:
Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

7. **Appendix C, Product Price List, dated March 2007 is attached hereto and supercedes prior Product Price List.**

All other terms and conditions of the Contract, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 2, Amendment Number 1 and then the Contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of March 22, 2007.

D&H Distributing Company.

The State of Texas, acting by and through
the Department of Information Resources

Authorized By: signature on file

Authorized By: signature on file

Name: Angela Rhoads

Name: Cindy Reed

Title: Bid Analyst

Title: Interim Director of Service Delivery

Date: 3/19/2007

Date: 3/21/2007

Legal: Cynthia Kreider